

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION**

Case No. 1:21-cv-3867

STATE OF LOUISIANA, *et al.*,)
Plaintiffs,)
v.)
JOSEPH R. BIDEN, *et al.*,)
Defendants.)

)

DECLARATION OF KATELYN COON

I, *Ms. Katelyn Coon*, hereby make this declaration under the penalty of perjury under 28 U.S.C. § 1746:

1. I am over the age of 18 years and am otherwise competent to make this declaration.
2. I make this declaration on the basis of personal knowledge or information provided to me in the course of my official duties.
3. I have been employed with the U.S. Department of the Army (“Army”) since January 2012. I am currently an Agreements Officer and have served in this role since September 2019. My responsibilities include, but are not limited to, pre-award, post-award, and administration of Cornerstone Other Transaction Agreements (“OTAs”).
4. The Army established the Cornerstone Consortium (“Cornerstone”) in February 2018, under authority of 10 U.S.C. § 2371b. Cornerstone’s function is to create

a mechanism for awarding OTAs to support the development and sustainment of critical domestic manufacturing capabilities and skills. Membership within Cornerstone is free of charge for any qualified company that meets certain minimum standards. As of November 2021, Cornerstone has approximately 651 members. Under the authority of 10 U.S.C. § 2371b, prototype projects are solicited within Cornerstone, and OTAs are awarded to Cornerstone members based on the selection criteria contained within each solicitation.

5. As an Agreements Officer for Cornerstone, I am familiar with the general conduct of Cornerstone solicitations and the awarding of OTAs. I am the Agreements Officer for contract number W52P1J-20-9-3009, awarded to Purdue University (“Purdue”) on December 20, 2019 (hereinafter the “Purdue OTA”). The Purdue OTA is aimed at developing innovative workforce models that includes formal academic education and continuing education elements to ensure that a knowledgeable microelectronics workforce is developed, obtained, and maintained.

6. The OTA was awarded on December 20, 2019 and it ends on October 19, 2024. If all options are executed it will end on October 19, 2025. The Army has a total of \$22,734,642 obligated to Purdue under the contract, and \$16,305,270 has been funded so far.

7. I understand that President Biden issued Executive Order Number 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors on September 9, 2021, 86 Fed. Reg. 50985 (Sept. 9, 2021) (hereafter, “the Executive Order”), and that the Safer Federal Workforce Task Force (the “SFWTF”) issued guidance on September 24,

2021, *COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors*, SFWTF (Sept. 24, 2021) (hereafter “the SFWTF Guidance”). The Executive Order is applicable to procurement contracts and contract-like agreements with the Federal government.

8. The Army considers the Purdue OTA a contract-like agreement.

9. On November 8, 2021, the Army transmitted an e-mail to Purdue, requesting Purdue to execute a bilateral modification (P00009) and return it to the Army by November 12, 2021. The proposed modification includes a clause implementing the suggested COVID-19 safety measures in the Task Force Guidance.

10. On November 23, 2021, Purdue countersigned the bilateral modification and agreed to incorporate the requested clause.

11. At no time has the Army issued a unilateral modification to the Purdue OTA. The Army has never advised Purdue that a failure to execute the bilateral modification would result in unilateral modifications by the Army.

12. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 23, 2021.

Katelyn Coon
Agreements Officer
Army Contracting Command – Rock Island